REMARKS/ARGUMENTS

The foregoing amendment and the following arguments are provided to impart precision to the claims, by more particularly pointing out the invention, rather than to avoid prior art.

35 U.S.C. § 102(b) Rejections

Examiner rejected claims 1-5, 7, 8, 10-11, 15, 16, 18-23, 42 and 44 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent 4,920,574 (hereinafter "Yamamoto 574").

Examiner rejected claims 1-5, 7, 8, 10, 11, 15, 16, 18-22, 42 and 44 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent 5,195,020 (hereinafter "Suzuki").

Claim 1 includes a limitation of wherein a substantially planar surface allows installation and removal of a conductive material by expanding and contracting a flexible channel. Neither Yamamoto nor Suzuki includes such a limitation and therefore neither anticipates claim 1. Yamamoto teaches where a heat transfer plate is soldered to a circuit component (Col. 6, lines 11-12). Since the heat transfer plate is soldered to the circuit component, the bellows is fixedly attached and Yamamoto cannot teach expanding and contracting a flexible channel as in claim 1. Therefore, because Yamamoto teaches that solder connects

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Further, the structure taught by Yamamoto in Figure 24 is not collapsible since a tubular plate 110 is added, and the plate has a nozzle inserted therein (Col. 13, lines 44-47). If one were to attempt to collapse the bellows 5, the tubular plate 110 and nozzle 85 would be damaged and the purpose of the structure of Figure 24 destroyed. These comments apply as well to the devices in Figures 27, 30, and 31. As a result, the structures also do not anticipate claim 1.

Suzuki teaches where a thermally conductive compound layer is inserted between a heat transfer plate and a circuit component. After the layer is created, pressure is applied to the PCB and increased until the pressure exceeds the critical pressure creating adhesion between the heat transfer plate and the circuit component plate (Column 6, lines 50-66). Therefore, because the heat transfer plate and the circuit component are adhered together through a thermally conductive compound layer, the heat transfer plate and the circuit component cannot be separated simply by expanding or contracting the bellows. Further, since the bellows and the conduit taught by Suzuki are filled with coolant (Column 7, lines 22-25), the bellows cannot be easily contracted without an outside force, such as pushing jig 10, acting upon the bellows. Therefore, Suzuki does not anticipate claim 1.

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Claim 42 includes a limitation of means for extending a flexible channel until a closed end of said flexible channel contacts said electronic or electrical device, and means for contracting said flexible channel. For the same reasons as argued above with respect to claim 1, neither Yamamato nor Suzuki anticipate claim 42. Namely, the bellows of Yamamato and Suzuki are not compressible to remove an electronic device since they are either joined together or collapsing the bellows would damage internal components.

The dependent claims are 2-5, 7, 10-11, 15, 16, 18-23, and 44 depend from the above mentioned independent claims, and therefore include all the limitations of those independent claims. Since the above noted independent claims are not anticipated by Yamamoto or Suzuki, the dependent claims are also not anticipated by Yamamoto or Suzuki.

35 U.S.C. § 103(a) Rejections

Examiner rejected claims 9, 12-14, 17, 25-28, 32-35, 43 and 45-46 under 35 U.S.C. 103(a) as being unpatentable over either Suzuki or Yamamoto '574.

Examiner rejected claims 24 and 29-31 under 35 U.S.C. 103(a) as being unpatentable over either Suzuki or Yamamoto taken with U.S. Patent 5,420,753 (hereinafter "Akamatsu").

The dependent claims 9, 12-14, 17, 25-28, 32-35, 43, 45-46 depend from the above mentioned independent claims, and therefore include all the limitations of

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those independent claims. Since the above noted independent claims are not

anticipated by Yamamoto or Suzuki, the dependent claims are patentable over

the combination since not all the limitations of these claims are taught by the

combination. There is no proper prima facia obviousness rejection of these

claims.

Claims 24 and 29-31 depend from the above-discussed claim 1 and include

the limitations of claim 1. Since claim 1 is not anticipated by Yamamato or

Suzuki, claims 24 and 29-31 are patentable over Yamomato or Suzuki in view of

Akamatsu, since the combination does not teach all the limitations of the claims.

There is no proper prima facia obviousness rejection of claims 24 and 29-31.

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CONCLUSION

Applicant respectfully submits the present application is in condition for allowance. If the Examiner believes a telephone conference would expedite or assist in the allowance of the present application, the Examiner is invited to call Arlen M. Hartounian at (408) 720-8300.

Authorization is hereby given to charge our Deposit Account No. 02-2666 for any charges that may be due.

Respectfully submitted,

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Date: October 13, 2003

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